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2-070A037

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March 10, 1992

REGISTRATION NO. 17727
MAR 10 1992 - 11 35 AM
INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are two executed counterparts of Security Agreement between BOT Financial Corporation, a Delaware corporation ("Debtor"), and Aid Association for Lutherans, a Wisconsin fraternal benefit organization ("Secured Party"), a primary document, dated as of January 15, 1992.

The names and addresses of the parties to the enclosed documents are as follows:

Security Agreement

SECURED PARTY: Aid Association for Lutherans
4321 North Ballard Road
Appleton, Wisconsin 54919-0001

DEBTOR: BOT Financial Corporation
125 Summer Street
Boston, MA 02110

A general description of the railroad equipment covered by the enclosed document is as follows:

MAR 10 11 28 AM '92
MOTOR OPERATING UNIT

C. Donelan

DONELAN, CLEARY, WOOD & MASER, P. C.
Letter to Secretary Strickland
March 10, 1992
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Two hundred twenty (220) 4,155 Cubic Foot, 5 Pocket, Aluminum Body-Steel Underframe Mechanized Rapid Discharge II Coal Cars, Trinity Industries, Inc. design number HK-40103, car numbers NSPX 91001-91220

The undersigned is the attorney-in-fact of BOT Financial Corporation, Northern States Power Company and Aid Association for Lutherans mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the extra copies of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.


Also enclosed is a remittance in the amount of \$16.00 for the required recording fees.

A short summary of the document to appear in the index follows:

Security Agreement, dated as of January 15, 1992, ("Security Agreement") between BOT Financial Corporation ("Debtor") and Aid Association for Lutherans ("Secured Party"), relating to two hundred twenty (220) 4,155 Cubic Foot, 5 Pocket, Aluminum Body-Steel Underframe Mechanized Rapid Discharge II Coal Cars, Trinity Industries, Inc. design number HK-40103, car numbers NSPX 91001-91220.

Very truly yours,

BOT FINANCIAL CORPORATION
AID ASSOCIATION FOR LUTHERANS

By: 
John K. Maser III
Attorney-In-Fact

MAR 10 1992 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of January 15, 1992 between BOT Financial Corporation (the "Debtor"), a Delaware corporation, with its principal place of business at 125 Summer Street, Boston, MA 02110, and Aid Association for Lutherans (the "Secured Party"), a Wisconsin fraternal benefit organization, with its principal place of business at 4321 North Ballard Road, Appleton, Wisconsin 54919-0001.

WITNESSETH:

WHEREAS, Secured Party and Debtor have entered into a Note Purchase Agreement dated as of the date hereof providing for the issuance by Debtor and purchase by Secured Party of certain secured notes not exceeding \$13,000,000 in aggregate principal amount, all as more particularly described in said Note Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Secured Party and Debtor hereby agree as follows:

1. Certain Definitions. The following terms shall have the following respective meanings and, except where the context otherwise requires, shall be equally applicable to both the singular and the plural forms of such terms:

"Bankruptcy Code" means the Bankruptcy Reform Act 1978, or any successor federal bankruptcy law.

"Collateral" shall have the meaning assigned in Section 2 hereof.

"Comfort Letter" shall have the meaning assigned to such term in Section 1(c) of the Note Purchase Agreement.

"Equipment" means the equipment leased under the Lease, as described in the Lease Supplements.

"Equipment Collateral" shall have the meaning assigned in Section 2(a) hereof.

"Event of Default" means any of the events set forth in Section 6(a) hereof.

"Excluded Amounts" means (i) all proceeds of liability and property damage insurance owing or payable to Debtor for its own account pursuant to any insurance policies maintained under Section 17(b) of the Lease, (ii) any indemnities or other amounts payable to or in favor of Debtor for its own account under Sections 18, 19 and 20 of the Lease and regardless of whether payable in a lump sum or as an

addition to, or increase in, Rent and (iii) the amount of any Interim Rent payable for each Item of Equipment.

"Excepted Rights" means the right to receive and to demand, collect, sue for or otherwise obtain, compromise or deal with all of the Excluded Amounts.

"LC Issuer" means BOT Financial Corporation, a Delaware corporation.

"Lease" means that certain Equipment Leasing Agreement dated as of the date hereof between Debtor and Lessee, with respect to the Equipment, as the same may be modified, amended or supplemented from time to time in accordance with its terms.

"Lease Default" means an Event of Default under Section 23 of the Lease.

"Lease Supplement" means the Lease Supplement substantially in the form attached to the Lease as Exhibit B thereto, to be executed by Lessee and Debtor with respect to an Item or Items of Equipment evidencing that such Item or Items have been unconditionally accepted by Lessee for lease and are leased under, and subject to the terms of, the Lease.

"Lessee" means Northern States Power Company, a Minnesota corporation, and its permitted successors and assigns.

"Lessor" means the Debtor, as defined herein, and its permitted successors and assigns.

"Letter of Credit" means the standby letter of credit dated as of the date hereof and issued by the LC Issuer.

"Lien" means any lien, mortgage, encumbrance, pledge, charge and security interest of any kind.

"Notes" means Debtor's 7.42% Secured Notes (Non-Recourse) to be issued under the Note Purchase Agreement.

"Note Purchase Agreement" means that certain Note Purchase Agreement dated as of the date hereof between Secured Party and Debtor, as the same may be modified, amended or supplemented from time to time in accordance with its terms.

"Other Collateral" shall have the meaning assigned in Section 2(b) hereof.

"Overall Transaction" means all of those transactions referred to in, provided for in, or contemplated by, the Principal Documents, including, without limitation, the manufacture, purchase, ownership, financing, leasing, operation and management of the Equipment.

"Owner's Cost" means the Acquisition Cost of each Item of Equipment (as the term "Acquisition Cost" is defined in the Lease) as shown on the invoice or bill of sale rendered by the seller of such Item and as set forth on the Lease Supplement for such Item.

"Owner Lien" means a Lien arising as a result of an independent act of or claim against Debtor which (i) does not result from, or arise out of, the Overall Transaction and (ii) is not a Lien that Lessee is required to remove or indemnify against under any of the Principal Documents.

"Permitted Owner Lien" means an Owner Lien (i) for taxes of Debtor either not yet due or being contested in good faith by appropriate proceedings (or bonded in an amount and manner reasonably satisfactory to Secured Party) so long as such proceedings (A) do not, in Secured Party's reasonable opinion, involve any reasonable danger of the sale, forfeiture or loss of all or any part of the Equipment or Debtor's rights, title and interest therein or to and under the Lease or any other Principal Document (except such rights, title and interests as pertain solely to the Excluded Amounts and Excepted Rights) and (B) do not, in Secured Party's reasonable opinion, adversely affect the Lien created by this Security Agreement, (ii) arising out of judgments or awards against Debtor with respect to which an appeal or proceeding for review is being prosecuted in good faith and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review, or (iii) arising out of employees' or other like Liens arising in the ordinary course of business of Debtor for amounts the payment of which is either not delinquent or is being contested in good faith by appropriate proceedings (or bonded in an amount and manner reasonably satisfactory to Secured Party) so long as such proceedings (A) do not, in Secured Party's reasonable opinion, involve any reasonable danger of the sale, forfeiture or loss of all or any part of the Equipment or Debtor's rights, title and interests therein or to and under the Lease or any other Principal Document (except such rights, title and interests as pertain solely to the Excluded Amounts and Excepted Rights), and (B) do not, in Secured Party's reasonable opinion, adversely affect the Lien created by this Security Agreement.

"Principal Documents" means this Security Agreement, the Note Purchase Agreement, the Notes, the Lease, the Lease Supplements, the Lessee's Acknowledgement, the Letter of Credit, the Notice of Assignment and the Purchase Agreement Assignment.

"Reinvestment Premium" or "premium", for any Equipment, has the meaning set forth for the term "Reinvestment Premium" in the Lease.

"Secured Obligations" means the principal amount of, premium (if any) and interest on the Notes, and all additional amounts and other sums at any time due and owing under the Notes, this Security

Agreement and the Note Purchase Agreement, and all covenants and conditions contained herein or therein to be performed and observed.

All other capitalized terms used herein which are not otherwise defined herein shall have the respective meanings assigned to such terms in the Lease.

2. Assignment and Grant of Security Interest. In consideration of the purchase of the Notes by Secured Party and other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the payment and performance of the Secured Obligations, Debtor hereby assigns to Secured Party, its successors and assigns, the Other Collateral described in Section 2(b) below and grants to Secured Party, its successors and assigns, a security interest in the Equipment Collateral and Other Collateral described in Sections 2(a) and 2(b) below (the Equipment Collateral and Other Collateral being herein collectively referred to as the "Collateral"), subject always to the rights of Lessee under the Lease, but without the assumption by the Secured Party of any of the obligations or liabilities relating to any of such Collateral, or referred to therein:

(a) Equipment Collateral. All Equipment leased or to be leased to Lessee under the Lease, whether now owned or hereafter acquired by Debtor, and all substitutions, renewals or replacements of and additions, improvements and accessions to, such Equipment, all as more particularly described in the Lease Supplements and in Exhibit A hereto, and all proceeds thereof and therefrom, including all sums realized upon the sale or other disposition of such Equipment, all sums due or to become due in connection with the exercise by the Lessee of any option, or in connection with any obligation of the Lessee or any other party, to purchase such Equipment, and all sums (including insurance proceeds) payable in connection with any loss, damage or destruction of any Item or Items of Equipment or any early termination or cancellation of the Lease with respect to such Equipment.

(b) Other Collateral. The Lease, each Lease Supplement, all rights, title and interests of Debtor as Lessor thereunder, and all Interim Rent, Basic Rent and Supplemental Payments due or to become due under the Lease and each Lease Supplement (excluding the Excepted Rights and Excluded Amounts); all assignments of purchase orders or agreements relating to the Equipment or any Item thereof (and all rights, title and interests of Debtor thereunder); all bills of sale, invoices and other documents (and all rights, title and interests of Debtor thereunder) now or hereafter delivered by the manufacturer or seller with respect to any Item or Items of Equipment, including (without limitation) any documents transferring any interest in any patent indemnification or any interest in any warranty, together with, in each and every case, all proceeds thereof except for the Excluded Amounts.

3. Covenants, Representations and Warranties of Debtor.
Debtor hereby represents and warrants to Secured Party, and covenants and agrees, as follows:

(a) Debtor's Authority; No Prior Financing Statements.
Debtor has the right, power and authority to assign the Other Collateral and to grant a security interest in the Collateral to Secured Party for the uses and purposes herein set forth, and there is no financing statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed, as debtor or mortgagor, now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein.

(b) Further Assurances. Debtor will, upon written request from Secured Party, at Debtor's expense, do, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, each and every further act, deed, transfer and assurance reasonably necessary or proper for the better assuring, conveying, granting, confirming and perfecting unto Secured Party its security interest in all of the Collateral, whether now owned or hereafter acquired, and the assignment to Secured Party of the Other Collateral. Without limiting the generality of the foregoing, Debtor will (a) execute and deliver to Secured Party such financing and continuation statements, or assignments thereof, as Secured Party may reasonably request in connection with the perfection and continued perfection of Secured Party's security interest in the Collateral, and (b) notify Lessee of the assignment to Secured Party of the Other Collateral and of the granting to Secured Party of a security interest in the Collateral, and will direct Lessee to make all payments of Interim Rent, Basic Rent and Supplemental Payments (excepting the Excluded Amounts) directly to Secured Party, by executing and delivering to Lessee the Notice of Assignment and by obtaining from Lessee the executed Lessee's Acknowledgment.

(c) Recordation and Filing. Debtor will, at its expense (or at the expense of Lessee) and upon the request of Secured Party, cause all financing and continuation statements and similar notices required by applicable law to be kept, recorded and filed, at all times until the Secured Obligations have been fully discharged, in such manner and in such places within the United States as may be required by law in order to preserve and protect the rights of Secured Party hereunder (including, without limitation, the perfection and priority of the security interest of Secured Party herein granted and the assignment to Secured Party of the Other Collateral).

(d) Actions of Debtor in Respect of the Collateral.

(i) Debtor will perform and observe all covenants and agreements on Debtor's part to be performed and observed under the Lease;

(ii) Debtor will, as soon as it has actual knowledge thereof, give Secured Party prompt written notice of any event or condition constituting a Lease Default;

(iii) Debtor will, at its own cost and expense, promptly take such action as may be necessary to discharge all Owner Liens on any part of the Collateral, other than any Permitted Owner Lien;

(iv) Debtor will not, without the prior written consent of Secured Party, (A) declare or waive any Lease Default or exercise any of the rights or remedies of Lessor under the Lease except that (I) Debtor may exercise the Excepted Rights solely in connection with the enforcement of the payment by Lessee of any of the Excluded Amounts and may demand, collect or sue for the Excluded Amounts, and (II) Debtor may exercise Lessor's rights (including without limitation, receiving notices and granting any consent or approval required of the Lessor) under any purchase option and renewal provisions of the Lease provided that an Event of Default has not then occurred and is continuing and provided further that the unpaid principal amount of the Note(s), together with all accrued and unpaid interest (and any premium) thereon, that relate(s) to the Item(s) of Equipment as to which such rights are being exercised (or if such Note(s) also relate(s) to other Items, the portion of the unpaid principal amount thereof, together with all accrued and unpaid interest (and any premium) thereon, that relates to the Item(s) as to which such rights are being exercised) has been or is then being concurrently paid in full, or (B) except as otherwise provided in Section 4(a) hereof, enter into any agreement amending or supplementing, or exercise any waiver or modification of the terms of, any of the Principal Documents, or (C) settle or compromise any claim arising under any of the Principal Documents (except to the extent such claim relates solely to the Excluded Amounts or Excepted Rights) or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Principal Documents (except for disputes, differences or other matters which relate solely to the Excluded Amounts or Excepted Rights), or (D) except to the extent permitted or provided for under the Lease on the date of execution thereof (or except as otherwise hereafter approved in writing by Secured Party), consent to the sublease of any Item of the Equipment by Lessee, or (E) exercise or grant any consent or approval, whether verbal or in writing, under the Lease or any of the other Principal Documents, except with respect to the Excepted Rights and Excluded Amounts and except as otherwise provided in Section 4(a) hereof, or (F) voluntarily consent to the creation or existence of any Lien (other than the Lien granted by this Security Agreement and the rights of Debtor, Lessee and Assignee under the Lease) upon the leasehold estate created by

the Lease or any part thereof or upon the Collateral or any part thereof, provided, that Debtor shall not be deemed to have breached the covenant in the foregoing clause (F) by virtue of the creation or existence of any Lien required to be discharged by Lessee or any Permitted Owner Lien; and

(v) Debtor has not mortgaged, pledged or hypothecated, and will not, until the Secured Obligations have been fully paid and performed, mortgage, pledge or hypothecate (other than to Secured Party hereunder) the Collateral or any part thereof or any of its interests therein, or any amount(s) to be received by it from the use or disposition of the Collateral or any part thereof; Debtor has not sold, assigned or otherwise transferred, and, except to the extent and under the circumstances permitted under Sections 3(d)(iv)(A)(II) and 9(d) hereof, will not, until the Secured Obligations have been fully paid and performed, sell, assign or otherwise transfer (other than to Secured Party hereunder) any of the Collateral or any of its title or interests therein; Debtor has not received or collected, and will not accept or collect, any Rent or other amounts from Lessee (except Excluded Amounts), and if so received, shall (except for Excluded Amounts) hold the same in trust for the sole and exclusive benefit of, and shall promptly pay over the same to, Secured Party.

(e) Insurance.

(i). Insurance Against Loss or Damage to Equipment. After the expiration or earlier termination of the Lease as to any Item of Equipment, and upon the exercise by Debtor of any cure rights in respect of a breach by Lessee of Section 17 of the Lease, and until the Lien created by this Security Agreement with respect to such Item shall have been terminated or released, it is agreed that Debtor will maintain in effect insurance policies (with any deductible permitted under the Lease) insuring Secured Party against the risks of loss, damage or destruction of or to such Item of Equipment specified in Section 17(a) of the Lease, and in an amount not less than the amount required by said Section 17(a). Such insurance policies shall be in such form, and shall provide such coverages and protection for Secured Party, as is required pursuant to the provisions of Section 17 of the Lease. Proceeds from such insurance policies shall be applied in the manner set forth in Section 5 hereof.

(ii). Insurance Against Public Liability and Property. After the expiration or earlier termination of the Lease as to any Item of Equipment, and upon the exercise by Debtor of any cure rights in respect of a breach by Lessee of Section 17 of the Lease, and until the Lien created by this Security Agreement with respect to such Item shall have been terminated or released, it is agreed that Debtor will maintain in effect

insurance policies with respect to such Item of Equipment insuring Secured Party against the liability and property damage risks specified in Section 17(b) of the Lease, and in the amounts specified in said Section 17(b). Such insurance policies shall be in such form and shall provide such coverages and protection for Secured Party as is required pursuant to the provisions of Section 17 of the Lease.

(f) Advances by Secured Party. If Debtor shall fail to perform any of Debtor's covenants contained in this Section 3 or in the Lease, or Lessee shall fail to perform any of the covenants and agreements contained in the Lease, Secured Party may make advances to perform and observe the same in its behalf (giving notice thereof to Debtor prior to or concurrently with the making of any such advance), but shall be under no obligation so to do; and all sums so advanced shall be forthwith repaid by Debtor, and shall bear interest (to the extent lawful) at the rate of 20% per annum until paid, and any such sums advanced shall constitute part of the Secured Obligations; but no such advance shall be deemed to relieve Debtor from any default hereunder, or Lessee from any default under the Lease.

(g) Amortization Schedules. Promptly following the execution of each Note, Debtor shall, upon the request of Secured Party, provide Secured Party with an amortization schedule for such Note evidencing the loan or loans made by Secured Party to Debtor and evidenced by such Note. Promptly after each full or partial prepayment of any Note pursuant to Sections 5(b) or 5(c) hereof, Debtor shall, upon the request of Secured Party, provide Secured Party (or any other holder of such Note) with a revised amortization schedule for such Note, giving effect to such prepayment.

(h) Owner Liens. Debtor will keep the Equipment free and clear of all Owner Liens other than Permitted Owner Liens.

(i) Financial Information. Debtor shall furnish to Secured Party, as soon as available, a copy of the BOT Financial Group annual report; provided, that this obligation shall be deemed satisfied if the Secured Party has received such report pursuant to any obligation of Debtor or any of its Affiliates under any other document whatsoever. Debtor shall also furnish such additional and detailed financial information as Secured Party may reasonably request to establish, from time to time, the net worth of Debtor.

4. Use and Release of Collateral.

(a) Debtor's Shared Rights. So long as any obligations of Lessee remain outstanding under the Lease (i) Debtor shall be entitled to receive, and Secured Party agrees to send to Debtor, copies of all notices, demands, consents, approvals and waivers which may, from time to time, be given or granted by Secured Party to Lessee pursuant to the provisions of the Lease and the assignment and grant of the security interest contained in this Security Agreement, (ii) if no

Event of Default has occurred and is continuing, Secured Party agrees that it will not agree to any amendment or modification of, or grant any consent, approval or waiver with respect to, any of the terms, conditions or provisions of any of the Principal Documents to which Lessee is or may become a party without also obtaining the agreement of Debtor to such amendment, modification, consent, approval or waiver, and (iii) if a Lease Default has occurred and is continuing, Secured Party agrees that it will not, without also obtaining the agreement of Debtor, agree to any amendment, modification or waiver of any of the provisions of Sections 18, 19 or 20 of the Lease, the effect of which is to reduce, modify or amend any indemnities payable by Lessee to Debtor (except to add additional indemnities by Lessee), or amend the definition of a Lease Default.

(b) Possession of Equipment; Lessee's Quiet Enjoyment. So long as no Event of Default shall have occurred and be continuing hereunder, Debtor shall be permitted to remain in full possession, enjoyment and control of the Equipment and each Item thereof and to manage, operate and use the same with the rights and franchises appertaining thereto; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by Lessee under and in accordance with the Lease, and the performance by Debtor of its obligations under the Lease, shall not constitute a violation of this Section 4(b). Notwithstanding anything in this Agreement to the contrary, Secured Party agrees that so long as no Lease Default has occurred and is continuing under the Lease, Secured Party will take no action to interfere with Lessee's use and quiet enjoyment of the Equipment.

(c) Releases of Security Interest. So long as no Event of Default has occurred and is continuing, then upon the payment in full of the principal of any Note and any and all interest and premium (if any) payable thereon, or upon any prepayment specified in Section 5(b) or 5(c) hereof and upon payment of all other Secured Obligations, Secured Party shall execute and deliver to Debtor such instrument or instruments as shall be appropriate (including partial releases of Uniform Commercial Code financing statements) to release from the lien of this Security Agreement that portion of the Equipment Collateral consisting of the Item or Items of Equipment (including the proceeds thereof) to which such payment or prepayment was attributable, and that portion of the Other Collateral consisting of documents relating to the title to, and patent indemnification and warranty rights with respect to, such Item or Items of Equipment and Debtor's rights thereunder, including proceeds. Upon the payment in full of the principal of all the Notes and any and all interest and premium (if any) payable thereon (or, if there is only one Note, then upon such payment with respect to such Note), and the payment and performance in full of all other Secured Obligations, the security interest of Secured Party in that portion of the Collateral not theretofore released shall terminate and Secured Party shall execute and deliver

such instrument or instruments as shall be appropriate to terminate and evidence such termination, including Uniform Commercial Code termination statements. Upon any prepayment or payment in full of any Note, Secured Party (and each subsequent holder of a Note by its acceptance thereof) shall cancel and surrender such Note to Debtor.

(d) Payments Received by Debtor Released. Any portion of any payment made in accordance with the provisions of the Lease and paid over by Secured Party to Debtor pursuant to the provisions of Section 5 hereof shall be released from the security interest created hereby at the time of such payment to Debtor without the necessity for the execution of any release or the performance of any other act by Secured Party, and Debtor shall be entitled to retain such amount free and clear of the security interest created hereby.

5. Application of Rent and other Amounts; Prepayment of Notes.

(a) Application of Rent If No Event of Default. So long as no Event of Default has occurred and is continuing:

(i) amounts received by Secured Party which constitute payment of any installment of Interim Rent under the Lease shall be applied first, to the payment in full of the interest (including interest on overdue principal or interest) then due under all outstanding Notes, ratably, in the proportion that the amount of interest then due under each Note bears to the amount of interest then due under all Notes, and second the balance, if any, of such payment remaining thereafter, shall be paid promptly, after final collection thereof, to or upon the order of Debtor; and

(ii) amounts received by Secured Party which constitute payment of any installment of Basic Rent under the Lease (as well as any interest on overdue installments of such Basic Rent) shall be applied first, to the payment in full of the interest (including interest on overdue principal or interest) then due under all outstanding Notes, ratably, in the manner provided in Section 5(a)(i), and second, to the payment in full of the aggregate principal amount then due under all outstanding Notes, ratably, in the proportion that the principal amount then due under each Note bears to the aggregate principal amount then due under all Notes, and third the balance, if any, of such payment remaining thereafter shall be paid promptly, after final collection thereof, to or upon the order of Debtor.

(iii) amounts received by Secured Party which constitute Supplemental Payments under the Lease or Lease Supplement (to the extent such Supplemental Payments do not constitute a payment of Casualty Loss Value, the application of which is set forth in and governed by Section 5(b) hereof),

shall be applied by Secured Party to the purposes for which such monies were paid pursuant to the Lease or Lease Supplement, any excess following such application shall be promptly paid over by Secured Party to or upon the order of Debtor.

(b) Mandatory Prepayment of Notes.

(i) On each date under the Lease on which Lessee or any other party makes a payment of Casualty Loss Value for any Item of Equipment as to which an Event of Loss has occurred, or on which Lessee or any other party makes a payment or payments pursuant to Section 29 and 30 of the Lease with respect to the failure to renew the Term of all Items of Equipment under the circumstances specified therein (hereafter in this Section 5(b) called an "Early Termination"), the Debtor will prepay and apply, and there shall become due and payable, a principal amount of the outstanding Note issued with respect to such Item or Items of Equipment that is equal to the Loan Value (hereinafter defined) of such Item or Items of Equipment, together with accrued and unpaid interest on the amount so prepaid, plus, in the case of an Early Termination, a Reinvestment Premium. For purposes of this Section 5(b), the "Loan Value" in respect of any Item or Items of Equipment, shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Owner's Cost of such Item or Items of Equipment to which such prepayment relates and the denominator of which is the aggregate Owner's Cost of all Items of Equipment to which said Note relates and which are then subject to the Lease (including the Owner's Cost of such Item of Equipment to which such prepayment relates), times (B) the unpaid principal amount of the Note being prepaid immediately prior to such prepayment (after giving effect to all payments of principal made with respect to such Note on such date pursuant to Section 5(a)(ii) hereof).

(ii) So long as no Event of Default has occurred hereunder and is continuing, the amounts received by Secured Party which constitute payments of the Casualty Loss Value of any Item of Equipment pursuant to Section 16 of the Lease, or which constitute payments pursuant to Section 29 and 30 of the Lease with respect to an Early Termination of the Term of any Item of Equipment, shall be paid and applied first, to the payment of an amount equal to the accrued and unpaid interest on that portion of the principal amount of the Note to be prepaid pursuant to Section 5(b)(i) and the premium specified in said Section 5(b)(i), second, to the principal prepayment required by Section 5(b)(i), third, to the payment in full of all other unpaid Secured Obligations with respect to such Item of Equipment, and fourth, the balance, if any, of such amounts

shall be paid promptly, after final collection thereof, to or upon the order of Debtor.

(iii) If no Event of Default has occurred and is continuing, amounts received by Secured Party as payment for loss or damage not constituting an Event of Loss under the Lease with respect to any Item of Equipment under any policy of insurance shall be paid to Lessee (or to Debtor for payment to Lessee) to the extent required under the Lease.

(iv) In the event of any prepayment of any Note pursuant to Section 5(b)(ii), the amount of each of the remaining installments of principal and interest on such Note shall be reduced in the proportion that the principal amount of such prepayment bears to the unpaid principal amount of such Note immediately prior to such prepayment.

(v) If more than one Note is outstanding with respect to the same Item of Equipment at the time any prepayment relating to such Item is to be made pursuant to this Section 5(b), such prepayment shall be made on all such outstanding Notes ratably in accordance with the aggregate principal amount remaining unpaid thereon.

(c) Optional Prepayment of Notes.

(i) Prepayment in Event of Lease Default. In addition to the prepayments required by Section 5(b) hereof, and notwithstanding anything in Sections 5(e), 5(f) or 6(b) hereof to the contrary, if a Lease Default has occurred and is continuing, and provided no other Event of Default has occurred and is continuing, Secured Party (and each subsequent holder of a Note by its acceptance thereof) agrees to notify Debtor promptly and not later than ten (10) Business Days after Secured Party or such subsequent holder shall have actual knowledge of such Lease Default, and that Debtor may, but shall not be obligated to, prepay all of the then outstanding Notes, for an amount equal to the then aggregate unpaid principal amount thereof plus all interest accrued thereon to the date of such payment, plus all other then unpaid Secured Obligations (including the Reinvestment Premium); (i) within 20 Business Days from the date Debtor has received written notice from Secured Party of the occurrence of a Lease Default if, by the expiration of such 20-day period, the unpaid balance of the Notes has not been so declared to be immediately due and payable or the Lease has not been so declared to be in default (and during said 20-day period Secured Party will not exercise any of its remedies under Section 6(b) hereof, provided it shall have received from Debtor an irrevocable notice of intention to prepay the Notes pursuant to this Section 5(c)), or (ii) within 20 Business Days from the first to occur of the date of Debtor's

receipt of written notice from Secured Party declaring the unpaid balance of the Notes to be immediately due and payable or the date of Debtor's receipt of a copy of written notice from Secured Party to Lessee declaring the Lease to be in default (and during said 20-day period Secured Party will not exercise any of its remedies (other than such declaration that the unpaid balance of the Notes shall be due and payable) under Section 6(b) hereof, provided it shall have received from Debtor an irrevocable notice of intention to prepay the Notes pursuant to this Section 5(c)).

(ii) No Other Optional Prepayments. Except as specifically permitted under Section 5(c)(i), Debtor shall not have the option of prepaying the Notes (or any Note) in whole or in part.

(d) Other Payments. Provided no Event of Default has occurred and is continuing, any payments received by Secured Party for which no provision as to the application thereof is made in Sections 5(a), 5(b) and 5(c) hereof, and all payments received and amounts realized by Secured Party under the Lease or otherwise with respect to the Equipment or any Item or Items thereof (including, without limitation, all amounts realized upon the sale of the Equipment or any Item or Items thereof after the expiration or termination of the Term thereof) to the extent received or realized at any time after payment in full of the principal of, interest on, and any premium on, the Note(s) issued by Debtor with respect to such Equipment or such Item or Items and all other amounts due to Secured Party has been made or duly provided for, shall be distributed by Secured Party in the manner provided in clause "second" of Section 5(a)(i) hereof.

(e) Application of amounts after Event of Default. All payments received and amounts realized by Secured Party (other than Excluded Amounts) after an Event of Default shall have occurred and be continuing, but prior to the declaration of the Lease to be in default or the acceleration of the Notes (including, without limitation, any such payments received and amounts realized pursuant to Sections 5(a) through 5(d) hereof), which funds would, but for the provisions of this Section 5(e), be paid to Debtor, shall be held by Secured Party as part of the Collateral until such time as either no Event of Default shall be continuing hereunder (at which time such funds shall be paid to Debtor) or such funds shall become distributable under Section 6(c) hereof.

(f) Application after Declaration. All payments received and amounts realized by Secured Party (other than Excluded Amounts) after an Event of Default shall have occurred and after Secured Party has either declared the Lease to be in default or has declared the Notes to be due and payable pursuant to Section 6(b)(i) hereof (including, without limitation, any such payments received and amounts realized pursuant to Sections 5(a) through 5(d) hereof), as well as all

payments or amounts then held by Secured Party as part of the Collateral, shall be applied pursuant to Section 6(c) hereof.

6. Defaults and Remedies.

(a) Events of Default. Any of the following events or conditions shall constitute an Event of Default hereunder:

(i) default in payment of any installment of the principal of, or interest on, or any Reinvestment Premium on, any Note when and as the same shall become due and payable, whether at the due date therefor or at the date fixed for prepayment or by acceleration or otherwise, and such default shall continue unremedied for five (5) days; or

(ii) the occurrence and continuance of any Lease Default (other than a Lease Default relating solely to Lessee's failure to pay any of the Excluded Amounts); or

(iii) default in the due observance or performance by Debtor of any covenant or agreement to be observed or performed by Debtor under this Security Agreement, the Lease, or the Note Purchase Agreement, and such default shall continue unremedied for ten (10) calendar days after receipt by Debtor of written notice thereof from Secured Party; or

(iv) any representation or warranty made by Debtor herein or in any of the other Principal Documents, shall prove to be untrue in any material respect as of the date of the issuance or making thereof; or

(v) Debtor shall (A) be adjudicated insolvent or a bankrupt, or cease, be unable, or admit in writing its inability to pay its debts as they mature, or make a general assignment for the benefit of, or enter into any composition or arrangement with, creditors, or (B) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of it or of a substantial part of its property, or authorize such application, or (C) file (or consent to or authorize the filing of) a voluntary petition in bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction;

(vi) a petition for the appointment of a receiver, trustee, custodian or liquidator of Debtor or for a substantial part of its property shall be filed or instituted against Debtor, or a petition in bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction, shall be filed or instituted against Debtor, and shall continue undismissed or undischarged for a period of

sixty (60) calendar days, or Debtor's corporate existence shall cease; or

(vii) the Letter of Credit shall have expired before the last day of the Term.

(b) Remedies. Debtor agrees that when an Event of Default has occurred and is continuing, Secured Party shall have the rights, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code in effect in each jurisdiction where the Collateral or any part thereof is located, and, without limiting the foregoing, Secured Party may (but subject always to the provisions of Sections 5(c)(i) and 7 hereof and subject to the rights of Lessee under the Lease) exercise any or all of the rights and powers and pursue any and all of the remedies available to it under the Lease and may exercise one or more or all, and in any order, of the remedies hereinafter set forth:

(i) Secured Party may, by notice in writing to Debtor, declare the entire unpaid principal balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued and unpaid interest thereon, together with, following the occurrence of an Event of Default that is a Lease Default, a Reinvestment Premium thereon (determined as of the date of such notice), shall be immediately due and payable;

(ii) Secured Party personally, or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral or any portion thereof and for that purpose may pursue the same wherever it may be found and may enter any of the premises of the Debtor and Lessee (to the extent not prohibited by the Lease), with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate, or lease the same until sold and may otherwise exercise any and all of the rights and powers of Debtor in respect thereof;

(iii) Secured Party may, if at the time such action may be lawful (and always subject to compliance with any mandatory legal requirements), either with or without taking possession, either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to Debtor once at least ten (10) calendar days prior to the date of such sale,

and any other notice which may be required by law, sell and dispose of the Collateral or any part thereof at public auction(s) to the highest bidder, or at a private sale(s), in one lot as an entirety or in several lots, and either for cash or for credit and on such terms as Secured Party may determine, and at any place (whether or not it is the location of the Collateral or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales without further notice, and Secured Party or the holder or holders of the Notes, or any interest therein, may bid and become the purchaser at any such sale; or

(iv) Secured Party may proceed to protect and enforce this Security Agreement and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained, or execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral, or any part thereof, or for the enforcement of any proper legal or equitable remedy available under applicable law.

Notwithstanding any of the provisions of this Security Agreement to the contrary (and subject always, in the case of Debtor, to the restrictions of Section 3(d)(iv) hereof), neither Debtor nor Secured Party shall, in the absence of any Lease Default, take any action contrary to Lessee's rights under the Lease, including the right to possession and use of the Equipment, except in accordance with the provisions of the Lease.

(c) Application of Sale and other Proceeds. The proceeds of any sale or other disposition of the Collateral, or any part thereof, and all other payments, proceeds and amounts received or realized by Secured Party pursuant to the provisions of Sections 5(e), 5(f) or 6(b) hereof, shall be paid to and applied as follows:

(i) First, to the payment of the costs and expenses of foreclosure or suit, if any, and of such sale, and of all costs, expenses, liabilities and advances, including reasonable legal expenses and attorney's fees, incurred or made hereunder, or in connection herewith or with the collection of the Notes, by Secured Party, or by the holder or holders of the Notes, and to the payment of all taxes, assessments, liens or security interests superior to the lien of these presents, except any taxes, assessments or other superior liens or security interests subject to which said sale may have been made;

(ii) Second, to the payment or discharge of any unpaid Secured Obligations, other than those specified in Section

6(c)(iii) below, which arise under or are related to this Security Agreement or the Note Purchase Agreement;

(iii) Third, to the payment to the holder or holders of the Notes outstanding of the aggregate unpaid principal balance thereof and the accrued and unpaid interest thereon; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes outstanding, then ratably according to the aggregate of such unpaid principal and accrued and unpaid interest and unpaid premium, with application on each Note outstanding to be made, first, to the accrued and unpaid interest thereon, and second, to the unpaid premium thereon, and third, to the unpaid principal thereof.

(iv) Fourth, to the payment or discharge of all other unpaid Secured Obligations; and

(v) Fifth, to the payment of the balance remaining, if any, to Debtor.

(d) Discontinuance of Remedies. In case Secured Party shall have proceeded to enforce any right or power under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case Debtor, Secured Party and the holders of the Notes shall be restored to their former positions, rights and powers hereunder with respect to the Collateral;

(e) Exercise of Rights. No delay or omission of Secured Party or the holder of any Note to exercise any right or power arising from any default or Event of Default hereunder shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default or Event of Default. No waiver by Secured Party or the holder of any Note of any such default or Event of Default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or Event of Default, or to impair the rights resulting therefrom except as may be otherwise provided therein. The giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Secured Obligations shall not operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, and neither Secured Party nor the holder of any of the Notes shall be required to look first to, enforce or exhaust such other additional security, collateral or guaranties.

7. Limitations of Liability. Anything in this Security Agreement to the contrary notwithstanding, neither the Secured Party nor the holder of any Note nor the successors or assigns of any of said persons, shall have any claim, remedy or right to proceed against Debtor in its individual corporate capacity or any incorporator or any

past, present or future subscriber to the capital stock of, or stockholder, officer or director of, Debtor, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any penalty or assessment or otherwise, for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by any Note or for the payment of any other unpaid Secured Obligations or for the payment of any liability resulting from the breach of any representation, covenant, agreement or warranty of any nature whatsoever in this Security Agreement, or in the Note Purchase Agreement, any Note, the Lease, any Lease Supplement or in any instrument or certificate executed by Debtor in connection herewith or therewith, from any source other than the Collateral and the income and proceeds thereof, except as otherwise provided in this Section 7 and in the Note Purchase Agreement; and the Secured Party by the execution of this Security Agreement, and the holder of each Note by its acceptance thereof, agrees to look solely to the Collateral and the income and proceeds thereof, and waives and releases any personal liability of Debtor in its individual corporate capacity and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, Debtor, for and on account of any such deficiency, indebtedness, unpaid Secured Obligations or any such liability, except as otherwise provided in this Section 7 and in the Note Purchase Agreement, and the Secured Party and the holder of each Note by its acceptance thereof agrees that Debtor shall have no liability to return any sums properly distributed to Debtor in accordance with the terms of this Security Agreement; provided, however, that (A) nothing herein contained shall limit, restrict or impair the rights of the Secured Party and the holder of each Note to accelerate the maturity thereof upon an Event of Default under this Security Agreement, to bring suit and obtain a judgment against Debtor (provided execution thereof shall be limited to the Collateral and any income and proceeds in respect thereof) on each Note, or to exercise all rights and remedies provided under this Security Agreement or otherwise realize upon the Collateral; and (B) Debtor shall be personally liable hereunder for, and to the extent of, any monetary damages actually incurred or sustained by Secured Party or by any other holder of a Note solely and directly as a result of the breach of any covenant, representation or warranty made by Debtor in Section 3(a) hereof, in the second sentence of Section 3(b) hereof, in Sections 3(d)(ii) through 3(d)(v) hereof, in Section 3(h) hereof, and in Section 9(d) hereof; and (C) nothing contained herein shall affect liability based upon a finding of fraud.

8. Power of Attorney in Respect of the Collateral. Debtor does hereby irrevocably constitute Secured Party the true and lawful attorney of Debtor, with full power (in the name of Debtor or otherwise) to ask, require, demand, receive and compound any and all monies and claims for monies due and to become due under or arising out of the Lease and other Principal Documents (to the extent such monies and claims constitute part of the Collateral and are not Excluded Amounts or Excepted Rights) to endorse any checks or other instruments or orders in connection therewith and to file any claims

or take any action or institute any proceedings which Secured Party may deem necessary or advisable to protect and preserve its rights and interests in and to the Collateral; provided, however, that said power of attorney is in furtherance of the purposes of this Security Agreement and shall not be deemed to increase Secured Party's rights and powers under, or to decrease Debtor's rights under, this Security Agreement.

9. Miscellaneous.

(a) Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of Debtor or Secured Party shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

(b) Partial Invalidity. The unenforceability or invalidity of any provision of this Security Agreement shall not render any other provision herein contained unenforceable or invalid; provided, however, that nothing contained in this Section 9(b) shall be construed to be in derogation of any rights or immunities of Debtor under Section 7 or to amend or modify any limitations or restrictions of Secured Party or the holder of any Note under Section 7.

(c) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when addressed and delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to Debtor:	BOT Financial Corporation 125 Summer Street Boston, MA 02110 Attention: Senior Vice President-- Administration
If to Secured Party (for notices regarding payments):	Aid Association for Lutherans 4321 North Ballard Road Appleton, Wisconsin 54919-0001 Attention: Investment Accounting
If to Secured Party (for other notices)	Aid Association for Lutherans 4321 North Ballard Road Appleton, Wisconsin 54919-0001 Attention: Investment Department

(d) Transfer of Debtor's Interest. So long as the Letter of Credit shall remain outstanding Debtor shall have the right to sell, assign or otherwise transfer any of Debtor's rights, title or interest as owner of the Equipment or any Item of the Equipment or as Lessor under the Lease, or any of Debtor's rights obligations hereunder or under any of the other Principal Documents.

(e) Certain Events. If (i) the Debtor becomes a debtor subject to the reorganization provisions of the Bankruptcy Code, (ii) pursuant to such reorganization provisions and Section 1111(b) of the Bankruptcy Code (or any successor provision) the Debtor is required, by reason of the Debtor being held to have recourse liability directly or indirectly to the Holder of a Note, to make payment on account of any amount payable as principal, premium, if any, or interest on such Note, and (iii) such Holder actually receives any Excess Amount (as hereinafter defined) which reflects any payment by the Debtor on account of clause (ii) of this sentence, then such Holder shall promptly refund to the Debtor such Excess Amount. As used herein "Excess Amount" shall mean the amount by which such payment exceeds the amount which would have been received on or prior to the date of such payment by such Holder if the Debtor had not become subject to the recourse liability referred to in clause (ii) of the next preceding sentence. Nothing contained in this Section 9(e) shall prevent such Holder from enforcing any personal recourse obligation (and retaining the proceeds thereof) of the Debtor provided for under this Security Agreement, the Note Purchase Agreement or any other Principal Document.

(f) Counterparts; Headings; Governing Law. This Security Agreement may be executed and delivered in any number of counterparts, each of such counterparts being an original but all together constituting only one Security Agreement. Any headings or captions preceding the text of the sections hereof are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of Wisconsin.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed by their officers thereunto duly authorized as of the date and year first above written.

BOT Financial Corporation (Debtor)

By David A. Meekhan *mm*
Its Senior Vice President

Aid Association for Lutherans (Secured Party)

By _____
Its _____

By _____
Its _____

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed by their officers thereunto duly authorized as of the date and year first above written.

BOT Financial Corporation (Debtor)

By _____

Its Senior Vice President

Aid Association for Lutherans (Secured Party)

By  _____
Its R. Jerry Scheel

Assistant Vice President - Securities

By  _____
Its Alan D. Onstad

Director of Securities

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

BE IT REMEMBERED that on this 26th day of February, 1992, personally appeared before me, the subscriber, a Notary Public for the Commonwealth of Massachusetts, David A. Mathan, who is a Senior Vice President of BOT Financial Corporation, a Delaware corporation, known to me personally to be such, and acknowledged this Security Agreement to be his act and deed and the act and deed of said Corporation.

Given under my Hand and Seal of Office, the day and year aforesaid.

(SEAL)



Notary Public

My Commission Expires: 7/24/92

STATE OF WISCONSIN

COUNTY OF

)
) ss:
)

On this 26th day of February, 1992, before me personally appeared R. Schuel, to me personally known, who being by me duly sworn, says that (s)he is the Asst. V.P. - Securities of Aid Association for Lutherans, and A. Onstad, to me personally known, who being by me duly sworn, says that (s)he is the Director of Securities of Aid Association for Lutherans, a Wisconsin fraternal benefit organization, that said instrument was signed on behalf of said organization by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said organization.

(SEAL)

Anne Edel-Sawasky
Notary Public

My Commission Expires:

permanent

EXHIBIT A

1. Two hundred twenty (220) 4,155 Cubic Foot, 5 Pocket, Aluminum Body-Steel Underframe Mechanized Rapid Discharge II Coal Cars, Trinity design number HK-40103, car numbers NSPX 91001-91220
2. Together with all modifications, attachments, improvements, replacements and substitutions therefor or thereto.